

**KNOX  
McLAUGHLIN  
GORNALL  
& SENNETT**

*A Professional Corporation*

120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
814-459-2800  
Fax 814-453-4530  
www.kmgslaw.com

Mark J. Kuhar  
Direct Dial Number  
814-459-9886 Ext. 250  
mkuhar@kmgslaw.com

January 4, 2006

**Via Fax No. 454-6247 and U.S. Mail**

RICHARD H. ZAMBOLDI  
JACK M. GORNALL  
HARRY K. THOMAS  
MICHAEL A. FETZNER  
JAMES T. MARNEN  
MICHAEL J. VISNOSKY  
DONALD E. WRIGHT, JR.  
RICHARD W. PERHACS  
ROBERT G. DWYER  
R. PERRIN BAKER  
MARK E. MODUSZEWSKI  
CARL N. MOORE  
DAVID M. MOSIER  
THOMAS A. TUPITZA  
GUY C. FUSTINE  
RICHARD E. BORDONARO  
BRIAN GLOWACKI  
JOHN O. DODICK  
FRANCIS J. KLEMENSIC  
TIMOTHY M. SENNETT  
WILLIAM C. WAGNER  
PATRICIA K. SMITH  
MARK T. WASSELL  
RICHARD A. LANZILLO  
JOANNA K. BUDDE  
PETER A. PENTZ  
MARK G. CLAYPOOL  
THOMAS C. HOFFMAN II  
MARK J. KUJAR  
CHRISTOPHER J. SINNOTT  
TIMOTHY M. ZIEZIULA  
JENNIFER E. GORNALL-ROUCH  
MARK A. DENLINGER  
JEROME C. WEGLEY  
TRACEY D. BOWES  
TRACY L. REINHART  
NEAL R. DEVLIN  
ANDREW F. GORNALL  
NADIA A. HAVARD

Caleb L. Nichols, Esq.  
P.O. Box 1585  
Erie, PA 16507

**RE: Wagner v. Crawford Central School District, et al.  
C.A. No. 04-264 Erie**

Dear Mr. Nichols:

I have reviewed your December 29, 2005 letter that you hand-delivered. While your letter purports to be a settlement demand, it simply is not. Your letter is nothing more than a summary of the demands in Plaintiff's complaint. Actually, it arguably is more demanding than the prayer for relief in Plaintiff's complaint in that you insist upon a consent order.

If you intend to provide my Defendants with a settlement demand via letter or otherwise, please do so by 5:00 p.m. on January 9<sup>th</sup> so that our entire group can assess it prior to our January 12<sup>th</sup> hearing with Judge McLaughlin.

As I advised you on December 23<sup>rd</sup>, the District is willing to permit Ms. Wagner an opportunity to make herself a viable candidate by complying with the remedial plan previously proposed by Mr. Heller and Ms. Good, including part-time employment in the District's after school program. In the event she would do so, the District would be willing to employ Ms. Wagner, initially as a long-term substitute, and then as a regular full-time employee. This would require the discontinuance of this action and the execution of a global agreement and release mutually satisfactory to all parties, except the Crawford Central Education Association, which would not be a party to the settlement.

OF COUNSEL:  
WILLIAM C. SENNETT  
EDWIN I. R. McKEAN

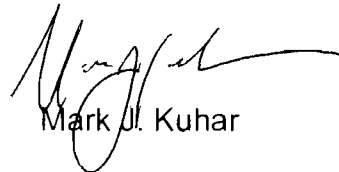
D-1

Caleb L. Nichols, Esq.  
January 4, 2006  
Page 2

Your December 29<sup>th</sup> letter suggests strongly that Ms. Wagner has no interest in resolving this matter. Frankly, in light of the patently meritless nature of her claims, and their vulnerability to a motion for summary judgment, I am very surprised with her "all or nothing" approach in your December 29<sup>th</sup> letter. I am also, therefore, extremely doubtful that this case will settle.

Very truly yours,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.



Mark J. Kuhar

MJK/hm  
# 650595

c: Charles E. Heller, III, Assistant Superintendent  
Crawford Central School District

Lori Metka, Educators' Legal Liability Claim Specialist  
School Claims Service, LLC  
RE: Claim No.: PSBA 004763  
D/Loss: 2/20/03